

## **Key Changes to the Provisions for Program Development and Training, Disability Placement and State Administrative Awards**

### **SECTION 2: Purpose of the Disability Placement Award**

This section has been updated to reflect that state commissions can now use their disability placement grant to support formula programs in their states. All other conditions remain the same.

### **SECTION 12.d: Audits**

The OMB Circular A-133 single audit threshold will be raised to \$500,000 effective December 31, 2003.

# **Provisions for Program Development and Training, Disability Placement and State Administrative Awards**

**These Provisions are binding on the Grantee.** By accepting funds under this Grant, the Grantee agrees to comply with the Provisions and all applicable federal statutes, regulations and guidelines. The Grantee agrees to administer the grant in accordance with the approved Grant application and budget, supporting documents, and other representations made in support of the approved Grant application. The Grantee agrees to include in all subgrants the applicable terms and conditions contained in this award.

All applicable Provisions of the Grant including regulations and OMB circulars that are incorporated by reference shall apply to any Grantee, sub-Grantee, or other organization carrying out activities under this award.

## **A. DEFINITIONS**

## **B. SPECIAL PROVISIONS**

1. Purpose of the Program Development and Training (PDAT) Award
2. Purpose of the Disability Placement Award
3. Purpose of the State Administrative Award
4. Budget and Programmatic Changes
5. Reporting Requirements
6. Grant Period and Incremental Funding
7. Match Requirements for Program Development and Training (PDAT) and Disability Outreach Awards
8. Match Requirements for State Administrative Awards

## **C. GENERAL PROVISIONS**

9. Legislative and Regulatory Authority
10. Other Applicable Statutory and Administrative Provisions
11. Responsibilities under Grant Administration
12. Financial Management Provisions
13. Equipment and Supplies Costs
14. Project Income
15. Payments under the Award
16. Retention of Records
17. Site Visits
18. Drug-Free Workplace
19. Non-discrimination

20.   Supplementation, Non-duplication and Non-displacement
21.   Grievance Procedures
22.   Ownership and Sharing of the Award Products
23.   Publications
24.   Evaluation
25.   Suspension or Termination of the Award
26.   Order of Precedence

# A. DEFINITIONS

For purposes of this Grant, unless otherwise specified, the following definitions apply:

- a. **Act** means the National and Community Service Act of 1990, as amended (42 U.S.C. 12501 *et seq.*)
- b. **AmeriCorps National Service Network** means AmeriCorps\*State, AmeriCorps\*National, AmeriCorps\*Tribes and Territories, Volunteers in Service to America (VISTA), and National Civilian Community Corps (NCCC) Programs taken together as programs dedicated to national service. VISTA is authorized under the Domestic Volunteer Service Act (42 U.S.C. 4950 *et seq.*). NCCC is authorized under the National and Community Service Act (42 U.S.C. 12611 *et seq.*).
- c. **Approved National Service Position** means a national service position for which the Corporation has approved the provision of a national service education award as one of the benefits to be provided for successful service in the position.
- d. **Corporation** means the Corporation for National and Community Service established under section 191 of the Act (42 U.S.C. 12651).
- e. **Education Award** means an award provided to a member who has successfully completed a required term of service in an approved national service position and who otherwise meets the eligibility criteria in the Act. An education award may be used: (1) to repay qualified student loans, as defined in the Act; (2) toward the cost of attendance at an institution of higher education, as those terms are defined in the Act; and (3) toward expenses incurred in participating in school-to-work programs approved by the Secretaries of Labor and Education.
- f. **Grantee**, for the purposes of this agreement, means the direct recipient or the subrecipient/site of this Grant. The term sub-Grantee shall be substituted for the term Grantee where appropriate. The Grantee is legally accountable to the Corporation for the use of Grant funds and is bound by the provisions of the Grant.
- g. **Indian Tribe** means a federally-recognized Indian tribe, band, nation, or other recognized group or community, including any Native village, Regional Corporation, or Village Corporation, as defined under the Alaska Native Claims Settlement Act (43 U.S.C. 1602), that the United States Government determines is eligible for special programs and services provided under federal law to Indians because of their status as Indians. An Indian tribe also includes any tribal organization controlled, sanctioned, or chartered by one of the entities described above.
- h. **Member** means an individual who is enrolled in an approved national service position.

- i. National Service Trust** is the account established in the U.S. Department of the Treasury under the Act (42 U.S.C. 12601) for the purpose of holding and making payments of education awards and other education benefits to AmeriCorps members.
- j. OMB** means the U.S. Office of Management and Budget.
- k. Parent Organization** means a grantee that is responsible for implementing and managing a National Direct AmeriCorps Program.
- l. Program** means a national service Program, described in the Act (42 U.S.C. 12572(a)), carried out by the Grantee through funds awarded by the Corporation and carried out in accordance with federal requirements and the Provisions of this Grant.
- m. Project** means an activity or set of activities carried out under a Program that results in a specific, identifiable community service or improvement:

  - i.** That otherwise would not have been made with existing funds; and
  - ii.** That does not duplicate the routine services or functions of the organization to which the members are assigned.
- n. State Commission** means the Commission on National and Community Service established by a state pursuant to the Act (42 U.S.C. 12638), including an authorized alternative administrative entity to administer the state's national service plan and national service programs and to perform such other duties prescribed by 45 C.F.R. 2550.80.
- o. Sub-Grantee** refers to an organization receiving Corporation Grant funds from a Grantee of the Corporation.

## **B. SPECIAL PROVISIONS**

### **1. PURPOSE OF THE PROGRAM DEVELOPMENT ASSISTANCE AND TRAINING (PDAT) AWARD.**

Grant funds are for capacity building and infrastructure development consistent with Administrative Standard Eight for Implementing Training and Technical Assistance and to use strategies that maximize the impact of resources provided to national service programs in the state. The following kinds of activities are appropriate uses for PDAT funds:

- a.** Leadership development, training and technical assistance activities to enhance the effectiveness of AmeriCorps programs and program staff.
- b.** Training events and other training activities in support of the unified state plan.
- c.** Statewide or regional events for member training when conducted collaboratively among multiple programs or organized by multiple states.
- d.** Member/participant training for a single local program should be funded from the sub-grantee's budget. Exceptional circumstances requiring PDAT resources to support member training in a single program may be allowed.
- e.** Evaluation/research activities.
- f.** Travel costs for program staff, and as practicable the staff of other national service partners, to state-sponsored and national-provider training events and those of the National Service Leadership Institute.
- g.** Travel costs for member/participant attendance at regional and national training events to increase member/participant effectiveness (such as service-learning and youth-service conferences and/or in support of local capacity building).
- h.** Cost-sharing with national T/TA-provider(s).
- i.** Funding for up to 1.0 FTE or contract employee to conduct functions associated with Administrative Standard Eight. Activities may include needs assessment; planning, implementing and managing the state's T/TA effort; providing for on-site technical assistance; connecting programs to resources; identifying and developing local T/TA resources; and promoting peer exchanges. Travel for grantee to program sites or meetings when such travel involves the performance of T/TA functions.
- j.** Unified state plan or training plan preparation and summit follow-up activities to the extent that such expenditures are consistent with other PDAT policies.
- k.** Communication equipment and systems that link programs for T/TA purposes (for example, newsletters and internet discussion groups), Administrative funds may cover communication equipment and systems that assist you in carrying out your operational and monitoring activities. Sharing costs for systems that meet both needs is allowable with appropriate documentation for financial control purposes.

## **2. PURPOSE OF THE DISABILITY PLACEMENT AWARD.**

Grant funds are for the placement, reasonable accommodation, and auxiliary services for members and potential members with disabilities, serving in AmeriCorps\*State or AmeriCorps\*National Direct programs.

- a. Use of Grant Funds.** Commissions may use grant funds to provide reasonable accommodations and auxiliary aids to members and potential members in circumstances including, but not limited to the following:
  - i.** Provide reasonable accommodations for AmeriCorps\*State and AmeriCorps\*National members. Reasonable accommodation funds cannot be used for program or commission staff or commissioners, or for individuals other than members.
  - ii.** Purchase reasonable accommodation and auxiliary aid equipment that you use or loan to AmeriCorps\*State and AmeriCorps\*National Direct programs and in limited circumstances, other AmeriCorps programs to assist in the placement of disabled AmeriCorps members.
  - iii.** Reasonable accommodation and auxiliary aid equipment that an AmeriCorps\*State or AmeriCorps\*National Direct program purchases to assist in the placement of AmeriCorps members with disabilities.
  - iv.** Commissions may use these funds to support the following activities when the activities are integrally related to increasing the placement of individuals with disabilities as AmeriCorps members in AmeriCorps\*State and AmeriCorps\*National Direct programs.
  - v.** To modify or enhance an activity or deliverable (e.g., training, brochure, or website) that is intended to achieve objectives outside the scope of these grant funds, you must prorate the costs accordingly. For example, if a training event has 10 modules, one of which falls within the purposes of the grant funds, the grant funds may be used to defray 10% of the total cost of the training event.
  - vi.** Organize meetings in various parts of the state with disability organizations to explain AmeriCorps and encourage referrals to AmeriCorps programs.
  - vii.** Develop a statewide brochure on AmeriCorps for recruiting purposes that targets individuals with disabilities or a general recruitment brochure that includes language and visual prompts to show that individuals with disabilities are welcome or AmeriCorps materials i.e., brochures, member applications etc., in alternative formats.
  - viii.** Provide funds to AmeriCorps\*State and AmeriCorps\*National Direct operating sites for the development of brochures and alternative formats listed above.
  - ix.** Provide funds to AmeriCorps\*State programs and AmeriCorps\*National Direct operating sites specifically to provide outreach and to recruit individuals with disabilities.

- x. Pay for a disability coordinator, other staff or consultant or procure a contractor to assist with outreach, recruitment, training and technical assistance to AmeriCorps\*State and AmeriCorps\*National Direct programs to help the program with outreach, recruitment, reasonable accommodation and retention (the percentage of staff time charged to the disability placement grant should be in proportion to the number of AmeriCorps\*State and AmeriCorps\*National Direct programs within the state).
  - xi. Sponsor staff training sessions for and with AmeriCorps\*State or AmeriCorps\*National Direct programs to educate program staff as to how they can increase the participation of disabled individuals. Costs can only cover the training of staff, not the training of members.
  - xii. Make commission websites accessible, and provide funds to AmeriCorps\*State programs and AmeriCorps\*National Direct operating sites to make websites accessible.
- b. Restrictions on Use of Funds.** Commissions may not use these funds to support the following activities:
- i. Costs attributable to Education Awards Programs, Promise Fellows or other Corporation-funded programs;
  - ii. Reasonable accommodations and auxiliary aids for program or commission staff or for commissioners or for beneficiaries of programs;
  - iii. Making the commission's facilities' accessible (unless doing so is integrally related to increasing the placement of individuals with disabilities in AmeriCorps \*State and AmeriCorps\*National Direct programs);
  - iv. Training of members concerning disability related issues (unless this activity is integrally related to increasing the placement of individuals with disabilities in AmeriCorps\*State and AmeriCorps\*National Direct programs); and
  - v. Research or evaluation line item in the budget (unless this activity is integrally related to increasing the placement of individuals with disabilities in AmeriCorps\*State and AmeriCorps\*National Direct programs).

### **3. PURPOSE OF THE STATE ADMINISTRATIVE AWARD.**

State Administrative grant funds are to support the operations of State Commissions and alternative administrative entities in implementing their duties as required by the Act.

**a. Duties of State Commissions.** The duties of the State Commissions are listed below.

- i. Development of a three-year comprehensive national and community service plan and establishment of State priorities consistent with the Corporation's broad goals of



meeting human, educational, environmental and public safety needs. The State entity must develop and annually update a Statewide plan for national service which meets the following minimum requirements:

- (a.) The plan must be developed through an open and public process (such as through regional forums or hearings) that provides for maximum participation and input from national service programs within the State, and from other interested members of the public.
  - (b.) The outreach process must, to the maximum extent practicable, include input from representatives of established State service programs, representatives of diverse, broad-based community organizations that serve under-served populations, and other interested individuals, including young people; the State entity should do so by creating State networks and registries or by utilizing existing ones.
  - (c.) The plan may contain such other information as the State Commission considers appropriate and must contain such other information as the Corporation may require.
- ii. Pre-selection of subtitle C programs and preparation of application to the Corporation. Each State must:
  - (a.) Administer a competitive process to select national service programs to be included in any application to the Corporation for funding;
  - (b.) Prepare an application to the Corporation to receive funding and/or educational awards for the programs selected pursuant to paragraph (1); and
  - (c.) Certify that in conducting their grant review process, they have ensured compliance with the National and Community Service Act of 1990, as amended, the Corporation's peer review requirements, all state laws and conflicts of interest rules.
- iii. Preparation of Service Learning applications.
  - (a.) The State entity is required to assist the State education agency in preparing the application for subtitle B school-based service learning programs.
  - (b.) The State entity may apply to the Corporation to receive funding for community-based subtitle programs after coordination with the State Educational Agency.
- iv. Administration of the grants program. After subtitle C and community-based subtitle B funds are awarded, States entities will be responsible for administering the grants and overseeing and monitoring the performance and progress of funded programs.
- v. Evaluation and monitoring. State entities, in concert with the Corporation, shall be responsible for implementing comprehensive, non-duplicative evaluation and monitoring systems.
- vi. Technical assistance. The State entity will be responsible for providing technical assistance to local nonprofit organizations and other entities in planning programs,

applying for funds, and in implementing and operating high quality programs. States should encourage proposals from under-served communities.

- vii.** Program development assistance and training. The State entity must assist in the development of subtitle C programs; such development might include staff training, curriculum materials, and other relevant materials and activities. A description of such proposed assistance must be included in the State comprehensive plan referred to in subsection (a).
- viii.** Recruitment and placement. The State entity, as well as the Corporation, will develop mechanisms for recruitment and placement of people interested in participating in national service programs.
- ix.** Benefits. The State entity shall assist in the provision of health and child care benefits to subtitle C program participants, as will be specified in the regulations implementing the subtitle C programs.
- x.** Activity ineligible for assistance. A State Commission or AAE may not directly operate or run any national service program receiving financial assistance, in any form, from the Corporation.
- xi.** Make recommendations to the Corporation with respect to priorities within the State for programs receiving assistance under DVSA.

**xii. Coordination.**

- (a.) Coordination with other State agencies.—A State entity must coordinate its activities with the activities of other State agencies that administer Federal financial assistance programs under the Community Services Block Grant Act (42 U.S.C. 9901 et seq.) or other appropriate Federal financial assistance programs.
- (b.) Coordination with volunteer service programs.— In general, the State entity shall coordinate its functions (including recruitment, public awareness, and training activities) with such functions of any division of the Corporation, which carries out volunteer service programs in the State. Specifically, the State entity may enter into an agreement with a division of the Corporation to carry out its functions jointly, to perform its functions itself, or to assign responsibility for its functions to the Corporation.
- (c.) In carrying out the activities under paragraphs (1, i.) and (1, ii.), the parties involved must exchange information about the programs carried out in the State.

**b. Structure of State Commissions and Alternative Administrative Entities.**

- i. Size of the State Commission and terms of State Commission members.** The chief executive officer of a State must appoint 15-25 voting members to the State Commission (in addition to any non-voting members he or she may appoint). Voting members of a State Commission must be appointed to renewable three-year terms, except that initially a chief executive officer must appoint a third of the members to one-year terms and another third of the members to two-year terms.
- ii. Required voting members on a State Commission.** A member may represent none, one, or more than one category, but each of the following categories must be represented:
  - (a.) A representative of a community-based agency or organization in the State;
  - (b.) The head of the State education agency or his or her designee;
  - (c.) A representative of local government in the State;
  - (d.) A representative of local labor organizations in the State;
  - (e.) A representative of business;
  - (f.) An individual between the ages of 16 and 25, inclusive, who is a participant or supervisor of a service program for school-age youth, or of a campus-based or national service program;
  - (g.) A representative of a national service program;
  - (h.) An individual with expertise in the educational, training, and development needs of youth, particularly disadvantaged youth; and
  - (i.) An individual with experience in promoting the involvement of older adults (age 55 and older) in service and volunteerism.
- iii. Appointment of other voting members of a State Commission.** Any remaining voting members of a State Commission are appointed at the discretion of the chief

executive officer of the State; however, although this list should not be construed as exhaustive, the Corporation suggests the following types of individuals:

- (a.) Educators, including representatives from institutions of higher education and local education agencies;
- (b.) Experts in the delivery of human, educational, environmental, or public safety services to communities and persons;
- (c.) Representatives of Indian tribes;
- (d.) Out-of-school or at-risk youth; and
- (e.) Representatives of programs that are administered or receive assistance under the Domestic Volunteer Service Act of 1973, as amended (DVSA) (42 U.S.C. 4950 et seq.).

**iv. Appointment of ex officio, non-voting members of a State Commission.** The chief executive officer of a State may appoint as ex officio, non-voting members of the State Commission officers or employees of State agencies operating community service, youth service, education, social service, senior service, or job training programs.

**v. Other composition requirements.** To the extent possible, the chief executive officer of a State shall ensure that the membership of the State Commission is balanced with respect to race, ethnicity, age, gender, and disability characteristics. Not more than 50% plus one of the members of a State Commission may be from the same political party. In addition, the number of voting members of a State Commission who are officers or employees of the State may not exceed 25% of the total membership of that State Commission.

#### **4. BUDGET AND PROGRAMMATIC CHANGES.**

**a. Programmatic Changes.** The Grantee must obtain the prior written approval of the Corporation before making the following changes:

- i. Changes in the scope, objectives or goals of the Program, whether or not they involve budgetary changes;
- ii. Entering into sub-Grants or contracting out any activities funded by the Grant and not specifically identified in the approved application and grant.

**b. Changes in the Budget.** The Grantee must obtain the prior written approval of the Corporation's Office of Grants Management before deviating from the approved budget in any of the following ways:

- i. **Specific Costs Requiring Prior Approval Before Incurrence** under OMB Circulars A-21, A-87 or A-122. For certain cost items, the cost circulars require approval of the awarding agency for the cost to be allowable. Examples of these costs are overtime pay, rearrangement and alteration costs, and pre-award costs.

- ii. **Purchases of Equipment over \$5,000** using Grant funds, unless specified in the approved application and budget.
- c. **Approvals of Programmatic and Budget Changes.** The Corporation's Grants Officers are the only officials who have the authority to alter or change the provisions or requirements of the Grant. The Grants Officers will execute written amendments or changes to the Grant, and Grantees should not assume approvals have been granted unless documentation from the Grants Office has been received.

## 5. REPORTING REQUIREMENTS.

Progress and Financial Status reporting requirements in these Provisions apply only to the Grantee; a Sub-Grantee should not submit Progress or Financial Status Reports to the Corporation for National and Community Service. Rather, each Grantees must set its own Sub-Grantee reporting requirements consistent with its need for timely and accurate reports.

Each Grantee must submit Progress and Financial Status Reports by the given dates. Extensions of reporting deadlines will be granted only when 1) the report cannot be furnished in a timely manner for reasons legitimately beyond the control of the grantee and 2) the Corporation receives a request explaining the need for an extension before the deadline passes. Extensions of deadlines for FSRs (SF-269a) may only be granted by the Office of Grants Management, and extensions of deadlines for Progress Reports may only be granted by the AmeriCorps Program Office.

- a. **Financial Status Reports.** The grantee shall submit semi-annual cumulative financial status reports summarizing expenditures during the reporting period using the government Financial Status Report (FSR) form (Standard Form 269A). This form can be found at:  
<http://www.whitehouse.gov/omb/grants/index.html>

Financial Status Report deadlines are:

<u>Due Date</u>	<u>Reporting Period Covered</u>
July 31	Start of grant through June 30
January 31	July 1 – December 31

- b. **Progress Reports.** A single annual progress report will be due with the submission of the continuation application for the State Disability and Program Development and Training grants. The Corporation will provide separate guidance on progress reports for the State Administrative grants. The Corporation will provide instructions on what to include in the reports.
- c. **Final Progress Reports.** A Grantee completing the final year of its grant must submit a final Progress Report that is cumulative over the entire project period. This progress report is due within 90 days after the close of the grant.

- d. Final Financial Status Reports.** A Grantee completing the final year of its grant must submit, in lieu of the last semi-annual FSR, a final FSR that is cumulative over the entire project period. This FSR is due within 90 days after the end of the grant.

## **6. GRANT PERIOD AND INCREMENTAL FUNDING.**

Under this grant, the project period is the complete length of time the grantee is proposed to be funded in order to complete the approved program activities. A project period may contain one or more budget periods. A budget period is a specific interval of time for which federal funds are provided to finance a grantee's approved activities and budget.

Unless otherwise specified, the grant covers a three-year project period. In approving a multi-year project period, the Corporation makes an initial award covering the first budget period. Additional funding is contingent upon satisfactory progress and the availability of funds. The project period and the budget period are noted on the award document.

## **7. MATCH REQUIREMENTS FOR PDAT AND DISABILITY PLACEMENT GRANTS.**

There are no match requirements for the Program Development and Training and State Disability Placement grants.

## **8. MATCH REQUIREMENTS FOR STATE ADMINISTRATIVE GRANTS.**

The amount of grant funds provided to a State Commission, together with other Federal funds available to establish or operate the State Commission, may not exceed:

- a.** 85 percent of the total cost to establish or operate the State Commission for the first year for which the State Commission receives grant funds.
- b.** Such smaller percentage of such cost as the Corporation may establish for the second, third, and fourth years to ensure that the Federal share does not exceed 50 percent of such costs for the fifth year, and any subsequent year.

## C. GENERAL PROVISIONS

### 9. LEGISLATIVE AND REGULATORY AUTHORITY.

This Grant is authorized by and subject to the National and Community Service Act of 1990 as amended, codified as 42 U.S.C. 12501 *et seq.*, and 45 C.F.R. 2510 *et seq.*

### 10. OTHER APPLICABLE STATUTORY AND ADMINISTRATIVE PROVISIONS.

The following applicable federal cost principles, administrative requirements and audit requirements are incorporated by reference:

- a. **States, Indian Tribes, U.S. Territories, and Local Governments.** The following circulars and their implementing regulations apply to states, Indian tribes, U.S. territories, and local governments:
  - i. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments -- 45 C.F.R. 2541.
  - ii. OMB Circular A-87, Cost Principles for State and Local Governments.
  - iii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- b. **Nonprofit Organizations.** The following circulars and their implementing regulations apply to nonprofit organizations:
  - i. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations -- 45 C.F.R. 2543.
  - ii. OMB Circular A-122, Cost Principles for Nonprofit Organizations.
  - iii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- c. **Educational Institutions.** The following circulars and their implementing regulations apply to educational institutions:
  - i. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations -- 45 C.F.R. 2543.
  - ii. OMB Circular A-21, Cost Principles for Educational Institutions.
  - iii. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- d. **Other Applicable Statutes and Regulations.** The Grantee must comply with all other applicable statutes, executive orders, regulations and policies governing the Program,

including but not limited to those cited in these Grant Provisions, the Grant Assurances and Certifications, and those cited in 45 C.F.R. Parts 2541 and 2543.

## **11. RESPONSIBILITIES UNDER GRANT ADMINISTRATION.**

- a. Accountability of Grantee.** The Grantee has full fiscal and programmatic responsibility for managing all aspects of grant and grant-supported activities, subject to the oversight of the Corporation. The Grantee is accountable to the Corporation for its operation of the AmeriCorps Program and the use of Corporation grant funds. It must expend grant funds in a judicious and reasonable manner. Although Grantees are encouraged to seek the advice and opinion of the Corporation on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound judgments and does not mean that the responsibility for operating decisions has shifted to the Corporation.
- b. Notice to Corporation.** The Grantee will notify the appropriate Corporation's Program or Grants Officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the Grant, or any suspected misconduct or malfeasance related to the Grant or Grantee. The Grantee will inform the Corporation official about the corrective action taken or contemplated by the Grantee and any assistance needed to resolve the situation.
- c. Notice to the Corporation's Office of Inspector General.** The Grantee must notify the Office of Inspector General immediately of losses of federal funds or goods/services supported with federal funds, or when information discovered by someone at a program indicates that there has been waste, fraud or abuse, or any violation of criminal law, at the program or at a sub-grantee.

## **12. FINANCIAL MANAGEMENT PROVISIONS.**

- a. General.** The Grantee must maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail and written cost allocation procedures as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this Grant from expenditures not attributable to this Grant. This system must be able to identify costs by programmatic year and by budget category and to differentiate between direct and indirect costs or administrative costs. For further details about the Grantee's financial management responsibilities, refer to OMB Circular A-102 and its implementing regulations (45 C.F.R. 2543) or A-110 and its implementing regulations (45 C.F.R. 2541), as applicable.
- b. Source Documentation.** The Grantee must maintain adequate supporting documents for its expenditures (federal and non-federal) and in-kind contributions made under this Grant. Costs must be shown in books or records [e.g., a disbursement ledger or journal], and must be supported by a source document, such as a receipt, travel voucher, invoice, bill, in-kind voucher, or similar document.



**c. Time and Attendance Records.**

**i. Staff.**

- (a) Except as provided in (b) and (c) below, salaries and wages charged directly to this Grant or charged to matching funds must be supported by signed time and attendance records for each individual employee regardless of position, and by documented payrolls approved by a responsible official of the Grantee. Except as provided in (b) and (c) below, salaries and wages chargeable between this Grant and other programs or functions of the Grantee organization must be supported by signed time and attendance records for each individual regardless of position appropriately distributing the individual's time to the different programs or functions.
- (b) Educational institutions are not required to support charges for salaries and wages with signed time and attendance records for professorial and professional staff if they are in compliance with the criteria in Section 8.b of OMB Circular A-21 for acceptable methods of documenting the distribution of charges for personal services.
- (c) State, Local and Indian Tribal governmental units are not required to support charges for salaries and wages with signed time and attendance records if they are in compliance with the standards of Section 11.h of OMB Circular A-87 for the support and documentation of salaries and wages.

- d. Audits.** Effective December 31, 2003, a grantee organization that expends \$500,000 or more of total federal awards in a fiscal year is required to obtain a single audit for that year conducted by an independent auditor in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and OMB Circular A-133. (If the grantee expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible.) A grantee that does not expend \$500,000 in federal awards is exempt from the single audit requirements of OMB Circular A-133 for that year. However, it must continue to conduct financial management reviews of its programs, and records must be available for review and audit.

A recipient of a Federal grant (pass-through entity) is required in accordance with paragraph 400(d) of OMB Circular A-133 to do the following with regard to its subrecipients: (1) identify the Federal award and funding source; (2) advise subrecipients of all requirements imposed on them; (3) monitor subrecipient activities and compliance; (4) ensure subrecipients have A-133 audits when required; (5) issue decisions and ensure follow-up on audit findings in a timely way; (6) where necessary, adjust its own records and financial statements based on audits; and (7) require subrecipients to permit access by the pass-through entity and auditors to records and financial statements as necessary for the pass-through entity to comply with A-133.

- e. Consultant Services.** Payments to individuals for consultant services under this Grant will not exceed \$443.00 per day (exclusive of any indirect expenses, travel, supplies and so on).

**13. EQUIPMENT AND SUPPLIES COSTS.**

Equipment and supplies will be handled in accordance with 45 C.F.R. 2541 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government or with 45 C.F.R. 2543 – Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.

#### **14. PROJECT INCOME.**

Income earned as a direct result of the Grantee's activities during the award period will be retained by the Grantee and used to finance the non-Corporation share of the Program.

#### **15. PAYMENTS UNDER THE GRANT.**

- a. Advance Payments.** The Grantee may receive advance payments of Grant funds, provided the Grantee meets the financial management standards specified in OMB Circular A-102 and its implementing regulations (45 C.F.R. 2541) or A-110 and its implementing regulations (45 C.F.R. 2543), as applicable.
- b. Immediate Cash Flow Needs.** The amount of advance payments requested by the Grantee must be based on actual and immediate cash needs in order to minimize federal cash on hand in accordance with policies established by the U.S. Department of the Treasury in 31 C.F.R. 205.
- c. Discontinuing Advance Payments.** If a Grantee does not establish procedures to minimize the time elapsing between the receipt of the cash advance and its disbursement, the Corporation may, after providing due notice to the Grantee, discontinue the advance payment method and allow payments in advance only by individual request and approval or by reimbursement.
- d. Interest-Bearing Accounts.** The Grantee must deposit advance funds received from the Corporation in federally-insured, interest-bearing accounts. The exceptions to this requirement follow:
  - i. Institutions of Higher Education and Other Non-Profit Organizations.** If a Grantee is covered by 45 C.F.R. 2543 it must maintain advance funds in interest-bearing accounts unless:
    - (a.)** It receives less than \$120,000 in federal funds per year;
    - (b.)** The best reasonably available account would not be expected to earn interest in excess of \$250 per year on federal cash balances; or
    - (c.)** The required minimum balance is so high that it would not be feasible within expected federal and non-federal cash resources.Earned interest must be remitted annually to HHS-PMS , Rockville, MD 20852. Grantees may keep up to \$250 of interest per year to offset administrative expenses.
  - ii. State and Local Governments.** All Grantees and sub-Grantees covered by 45 C.F.R. 2541, with the exception of State Governments and Indian Tribes, must remit earned interest quarterly to the Corporation. Grantees may keep up to \$100 of the earned interest per year to offset administrative expenses.

## **16. RETENTION OF RECORDS.**

The Grantee must retain and make available all financial records, supporting documentation, statistical records, evaluation data, member information and personnel records for 3 years from the date of the submission of the final Financial Status Report (SF 269A). If an audit is started prior to the expiration of the 3-year period, the records must be retained until the audit findings involving the records have been resolved and final action taken.

## **17. SITE VISITS.**

The Corporation reserves the right to make site visits to review and evaluate Grantee records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary.

## **18. DRUG-FREE WORKPLACE.**

- a. Notice to Employees and Members.** In accordance with the Drug-Free Workplace Act, 41 U.S.C. 701 et seq., implementing regulations, 45 C.F.R. 2542, and the Grantee's certification, the Grantee must publish a statement notifying employees and members that:
  - i.** The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Grantee's workplace and Program;
  - ii.** Conviction of any criminal drug statute must be reported immediately to the Grantee;
  - iii.** The employee's employment or member's participation is conditioned upon compliance with the notice requirements; and
  - iv.** Certain actions will be taken against employees and members for violations of such prohibitions.
- b. Criminal Drug Convictions.** The Grantee's employees and members must notify the Grantee in writing of any criminal drug convictions for a violation occurring in the workplace or during the performance of project activities no later than 5 days after such conviction. The Grantee must notify the Corporation within 10 days of receiving notice of such conviction. The Grantee must take appropriate action against such employee or member, up to and including termination or member release for cause consistent with the Corporation's rules on termination and suspension of service, or require the employee or member to satisfactorily participate in an approved drug abuse assistance or rehabilitation Program.
- c. Drug-Free Awareness Program.** The Grantee must establish a drug-free awareness Program to inform employees and members about the dangers of drug abuse in the workplace, the Grantee's policy of maintaining a Drug-Free workplace, any available drug counseling, rehabilitation, and employee assistance and member support services, and the penalties that may be imposed for drug abuse violations.

- d. Grantee Non-Compliance.** The Grantee is subject to suspension, termination or debarment proceedings for failure to comply with the Drug-Free Workplace Act.
- e. Non-Discrimination and Confidentiality Laws.** In implementing the Drug-Free Workplace Act, the Grantee must adhere to federal laws and its Grant assurances related to alcohol and substance abuse non-discrimination and confidentiality.

## **19. NON-DISCRIMINATION.**

- a. Assurances.** The Grantee must assure that its program or activity, including those of its subgrantees, will be conducted, and facilities operated, in compliance with the applicable statutes set forth below, as well as with their implementing regulations. The Grantee must obtain an assurance of such compliance prior to extending Federal financial assistance to subgrantees. The U.S. Government shall have the right to seek judicial enforcement of these assurances.
- b. Discrimination Prohibited.** A person, including a member, a service recipient, or Program staff, may not, on the grounds of race, color, national origin, sex, sexual orientation, religion, age, disability, political affiliation, marital or parental status, military service, or religious, community, or social affiliations be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, directly or through contractual or other arrangements, under any program or activity receiving federal financial assistance. The prohibition on discrimination on the basis of disability protects otherwise qualified individuals with disabilities. The prohibition against discrimination on the basis of religion with respect to Program staff applies only to Program staff paid with Corporation funds but excludes staff paid with Corporation funds that were employed by the Grantee on the date the Corporation grant was awarded.

This prohibition against discrimination includes but is not limited to:

- i.** Denying an opportunity to participate in, benefit from, or provide a service, financial aid, or other benefit;
- ii.** Providing an opportunity which is different or provided differently;
- iii.** Denying an opportunity to participate as a member of a planning or advisory body integral to the program;
- iv.** Segregating or subjecting a person to separate treatment;
- v.** Providing an aid, benefit, or service to a qualified disabled person that is less effective in affording opportunity to obtain the same result, gain the same benefit, or reach the same level of achievement;
- vi.** Denying a qualified disabled person the opportunity to participate in integrated programs or activities, even though permissibly separate or different programs or activities exist;
- vii.** Restricting a person's enjoyment of an advantage or privilege enjoyed by others;
- viii.** Providing different or separate aid, benefits, or services to disabled persons unless necessary in order to provide them as effectively as provided to others;

- ix. Treating a person differently in determining admission, enrollment, quota, eligibility, membership or other requirements;
- x. Using criteria or administrative methods, including failing to provide needed auxiliary aids for disabled persons, which have the effect of subjecting persons to discrimination, or defeating or substantially impairing achievement of the objectives of the program for a person;
- xi. Selecting a site or location of facilities with the purpose or effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination under the program;
- xii. Denying a qualified disabled person a benefit, aid, or participation because facilities whose groundbreaking occurred after May 30, 1979 are inaccessible to or unusable by disabled persons or because programs or activities in facilities predating May 30, 1979, when viewed in their entirety, are inaccessible to or unusable by disabled persons; and
- xiii. Failing to provide reasonable accommodation to otherwise qualified individuals with disabilities.

The Corporation's "Civil Rights Statement Regarding Volunteers, Service Participants and Other Beneficiaries," and its "Policy Against Sexual, Racial, National Origin, or Religious Harassment" which include additional discrimination prohibitions are attached and incorporated herein.

- c. **Public Notice of Nondiscrimination.** The Grantee must notify members, service recipients, applicants, Program staff, and the public, including those with impaired vision or hearing, that it operates its program or its activity subject to the nondiscrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the Grantee and the Corporation, and briefly explain procedures for filing discrimination complaints with the Corporation. Sample language is:

*It is against the law for organizations that receive federal financial assistance from the Corporation for National Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most programs, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination.*

*In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National Service. If you believe that you or others have been discriminated against, or if you want more information, contact:*

*(Name, address, phone number – both voice and TDD, and preferably toll free – FAX number and e-mail address of the Grantee) or*

*Equal Opportunity Office  
Corporation for National Service*

1201 New York Avenue, NW  
Washington, D.C. 20525  
(202) 606-5000, ext. 312 (voice); (202) 565-2799 (TDD)  
(202) 565-2816 (FAX); [eo@cns.gov](mailto:eo@cns.gov) (e-mail)

The Grantee must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member contracts, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The Grantee must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is “This program is available to all, without regard to race, color, national origin, sex, sexual orientation, religion, age, disability, political affiliation, marital or parental status, military service, community, or social affiliations, or, in most instances, religion.” Where a significant portion of the population eligible to be served needs services or information in a language other than English, the Grantee shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

- d. Records and Compliance Information.** The Grantee must keep records and make available to the Corporation timely, complete and accurate compliance information to allow the Corporation to determine if the Grantee is complying with the civil rights statutes and implementing regulations. Where a Grantee extends federal financial assistance to subgrantees, the subgrantees must make available compliance information to the Grantee so it can carry out its civil rights obligations.

The Corporation will provide specific guidance regarding records and compliance information. At a minimum, the Grantee should have available racial, ethnic, sex, and disability data regarding members/applicants, service recipients/applicants and Program staff/applicants. This data should be sufficient to measure the distribution of benefits to the eligible population and evaluate the services provided to the different segments of the population being served. Data on members and Program staff should be gathered, on a voluntary basis, directly from the individuals. Data on service recipients may be gathered, estimated, or based on census or other statistics.

**Racial and ethnic data should be gathered for the following categories:**

Hispanic/Latino/Spanish culture or origin or non-Hispanic/Latino/Spanish culture or origin (one or the other) and one or more of the following:

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- White

- e. **Obligation to Cooperate.** The Grantee must cooperate with the Corporation so that the Corporation can ensure compliance with the civil rights statutes and implementing regulations. The Grantee shall permit access by the Corporation during normal business hours to its books, records, accounts, staff, members, facilities, and other sources of information as may be needed to determine compliance.
- f. **Discrimination Complaints, Investigations and Compliance Reviews.** The Corporation may review the practices of the Grantee to determine civil rights compliance. Any person who believes discrimination has occurred may file a discrimination complaint with the Corporation's Equal Opportunity Office. The Grantee may not intimidate, threaten, coerce, or discriminate against an individual to interfere with a right or privilege secured by the civil rights acts or because the person made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing. The Corporation will keep the identity of complainants and witnesses confidential except as necessary to conduct an investigation, hearing, or judicial proceeding.

The Corporation will investigate whenever a compliance review, report, complaint, or other information indicates a possible failure to comply with the statutes and their implementing regulations. If an investigation indicates a failure to comply, the Corporation will so inform the Grantee and any applicable subgrantees and will attempt to resolve the matter by voluntary means. If the matter cannot be resolved by voluntary means, the Corporation will initiate formal enforcement action.

Discrimination complaints may be raised through the Grantee's grievance procedure. Use of the Grantee's grievance procedure may not be a required precursor to filing a federal discrimination complaint with the Corporation. Use of the Grantee's grievance procedure does not preclude filing a federal discrimination complaint. The Grantee's grievance procedure should advise members that use of the grievance procedure does not stop the running of Corporation time frames for filing a discrimination complaint with the Corporation. In all cases where discrimination allegations have been raised with the Grantee, the Grantee must submit a written report to the Corporation's Equal Opportunity Office, which has a review authority over the investigation and disposition of all discrimination complaints.

- g. **Self-Evaluation Requirements.** The Grantee must comply with (1) the self-evaluation requirements under section 504 of the Rehabilitation Act regarding accessibility for individuals with disabilities; (2) the self-evaluation requirements of the Age Discrimination Act of 1975; and (3) the self-evaluation requirements under title IX of the Education Amendments of 1972 regarding discrimination based on sex. Guidance regarding the self-evaluation requirements may be obtained from the Corporation's Equal Opportunity Office, 1201 New York Avenue, NW, Washington, D.C. 20525, (202) 606-5000, ext. 312 (voice); (202) 4565-2799 (TDD); (202) 565-2816 (FAX); or eo@cns.gov (e-mail).
- h. **Applicable Statutes.** In accordance with its assurances, the Grantee must comply with all federal statutes relating to non-discrimination to the extent applicable, including, but not limited to titles VI and VIII of the Civil Rights Act of 1964 (42 U.S.C. 2000d and 3601 *et seq.*),

section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*) the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*), the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), and the requirements of any other non-discrimination provision in the National and Community Service Act of 1990, (42 U.S.C. 12635) or any other applicable non-discrimination provision.

## **20. SUPPLEMENTATION, NON-DUPLICATION AND NON-DISPLACEMENT.**

- a. Supplementation.** Grant funds may not be used to replace state or local public funds that had been used to support Programs or projects of the type eligible to receive Corporation Grant funds. For any given Program, this condition will be satisfied if the aggregate non-federal public expenditure for that Program or project in the fiscal year that support is to be provided is not less than the previous fiscal year.
- b. Non-Duplication.** Grant funds may not be used to duplicate services that are available in the locality of a Program or project. The Grantee may not conduct activities that are the same or substantially equivalent to activities provided by a state or local government agency in which the Grantee entity resides.
- c. Non-Displacement.**
  - i. Prohibition on Displacing an Employee or a Position.** The Grantee may not displace an employee or position, including partial displacement such as reduction in hours, wages or employment benefits, as a result of the use by such employer of a member in a Program or project.
  - ii. Prohibition on Selecting an Employee for Participation.** The Grantee may not select a member who is employed by the Grantee or who was employed by the Grantee in the previous six months, unless the Corporation's AmeriCorps Program Office waives this requirement upon a sufficient demonstration of non-displacement.
  - iii. Prohibition on Promotional Infringement.** The Grantee may not create a community service opportunity that will infringe in any manner on the promotional opportunity of an employed individual.
  - iv. Prohibition on Displacing Employee Services, Duties or Activities.** A member in a Program or project may not perform any services or duties, or engage in activities that would otherwise be performed by an employee, as part of the assigned duties of such employee.
  - v. Prohibition on Supplanting, Hiring or Infringing on Recall Rights.** A member in a Program or project may not perform any services or duties, or engage in activities, that:
    - (a.)** Will supplant the hiring of employed workers; or
    - (b.)** Are services, duties or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.



- vi. **Other Prohibitions.** A member in a Program or project may not perform services or duties that have been performed by or were assigned to any:
  - (a.) Currently employed worker;
  - (b.) Employee who recently resigned or was discharged;
  - (c.) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
  - (d.) Employee who is on leave (terminal, temporary, vacation, emergency or sick); or
  - (e.) Employee who is on strike or is being locked out.

## 21. GRIEVANCE PROCEDURE.

- a. **Setting Up a Grievance Procedure.** In accordance with 42 U.S.C. 12636 and implementing regulations at 45 C.F.R. 2540.230, the Grantee must establish and implement a process for filing and adjudicating grievances from members, labor organizations and other interested parties. A grievance process may include dispute resolution programs such as mediation, facilitation, assisted negotiation and neutral evaluation. A grievance process must provide an opportunity for a grievance hearing and binding arbitration. If the grievance alleges fraud or criminal activity, it must be brought to the attention of the Inspector General of the Corporation immediately. Discrimination complaints may also be raised through the grievance procedure.
- b. In the event that a Sub-Grantee of a direct Grantee of the Corporation is no longer in existence or otherwise does not provide a grievance procedure that complies with this Provision, the direct Grantee is responsible for handling any grievance in accordance with 45 C.F.R. 2540.230.
- c. **Alternative Dispute Resolution.**
  - i. **Informal Resolution.** The aggrieved party may seek resolution of a grievance through alternative means of dispute resolution (ADR) such as mediation or facilitation. ADR proceedings must be initiated within 45 calendar days of the date of the alleged occurrence. At the initial session of the ADR proceedings, the party must be advised in writing of the right to file a grievance and right to arbitration. If the matter is resolved, and a written agreement is reached, the party will agree to forego filing a grievance in the matter under consideration.
  - ii. **Neutral Facilitation.** If ADR is instituted, the process must be aided by a neutral party who, with respect to an issue in controversy, functions specifically to aid the parties in resolving the matter through a mutually achieved and acceptable written agreement. The neutral party may not compel a resolution. Proceedings before the neutral party must be informal, and the rules of evidence will not apply. With the exception of a written and agreed-upon ADR, the proceeding must be confidential. Any decision by the neutral party is advisory and is not binding unless both parties agree. If the grievance is not resolved within 30 calendar days of initiation, the neutral party again must inform the aggrieved party of his or her right to file a formal grievance.

**d. Formal grievance proceeding.**

- i. Time Limits.** Except for a grievance that alleges fraud or criminal activity, a grievance must be made no later than one year after the date of the alleged occurrence. If a hearing is held on a grievance, it must be conducted no later than 30 calendar days after the filing of such grievance. A decision on any such filed grievance must be made no later than 60 days after filing.
- ii. Effect of Informal Process.** In the event an aggrieved party files a grievance after participating in an informal dispute resolution process, the neutral party may not participate in the formal grievance proceeding. In addition, no communication or proceeding of the informal dispute resolution process may be referred to or introduced into evidence at a grievance or arbitration proceeding.

**e. Arbitration.**

- i. Selection of Arbitrator.** If there is an adverse decision against the party who filed the grievance, or no decision has been reached after 60 calendar days after the filing of a grievance, the aggrieved party may submit the grievance to binding arbitration before a qualified arbitrator who is jointly selected and who is independent of the interested parties. If the parties cannot agree on an arbitrator, within 15 calendar days after receiving a request from one of the parties, the Corporation will appoint an arbitrator from a list of qualified arbitrators.

## **22. OWNERSHIP AND SHARING OF GRANT PRODUCTS.**

- a. Ownership.** Unless otherwise specified, the Grantee owns and may copyright any work that is subject to copyright, including software designs, training manuals, curricula, videotapes and other products produced under the Grant. However, the Grantee may not sell any work that includes an AmeriCorps logo without prior Corporation written approval.
- b. Corporation Use.** The Corporation retains royalty-free, non-exclusive, and irrevocable licenses to obtain, use, reproduce, publish or disseminate products, including data, produced under the Grant and to authorize others to do so. The Corporation may distribute such products through a designated clearinghouse.
- c. Sharing Grant Products.** To the extent practical, the Grantee agrees to make products produced under the Grant available at the cost of reproduction to others in the field.

## **23. PUBLICATIONS.**

- a. Acknowledgment of Support.** Publications created may include an AmeriCorps logo if they are consistent with the purposes of the Grant. The Grantee is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this Grant.

“This material is based upon work supported by the Corporation for National Service under AmeriCorps Grant No. \_\_\_\_\_. Opinions or points of view expressed in this document are those

of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, the Corporation or the AmeriCorps Program.”

- b. Materials Provided to Corporation.** The Grantee is responsible for assuring that two copies of any such material are sent to the Corporation’s Office of Public Affairs and Program Office.

## **24. EVALUATION.**

- a. Internal Evaluations.** The Grantee must track progress toward achievement of their Program objectives. The Grantee also must monitor the quality of service activities, the satisfaction of both service recipients and members, and management effectiveness. Internal evaluation and monitoring should be a continuous process, allowing for frequent feedback and the quick correction of weaknesses.
- b. Independent Evaluations.** The Grantee may obtain an independent evaluation if provided for in the approved budget.
- c. External Evaluation and Data Collection.** The Grantee must cooperate with the Corporation and its evaluators in all monitoring and evaluation efforts. As part of this effort, the Grantee must collect and submit certain member data, including the total number of members in the Program, and the number of members by race, ethnicity, gender, age, economic background, education level, disability classification and geographic region. The Corporation will provide forms for collecting member data.

## **25. SUSPENSION OR TERMINATION OF GRANT.**

- a. Suspension of the Grant.** In an emergency situation the Corporation may suspend a Grant for not more than 30 calendar days. Examples of such situations may include, but are not limited to:
  - i.** Serious risk to persons or property;
  - ii.** Violations of federal, state or local criminal statutes; and
  - iii.** Material violation(s) of the Grant or contract that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause.
- b. Termination of the Grant.** Pursuant to 45 C.F.R. 2540.400, the Corporation may terminate payments under the grant, revoke the designated member positions, or recover Grant funds for failure to comply with applicable provisions of this Grant. However, the Corporation will provide the Grantee reasonable notice and opportunity for a full and fair hearing, subject to the following conditions:
  - i. Notice.** The Corporation will notify the Grantee by letter or telegram that it intends to terminate payments, revoke positions or recover Grant funds, either in whole or in part, unless the Grantee shows good cause why such assistance should not be terminated, revoked or recovered. In this notice, the grounds and the effective date for the proposed termination or revocation will be described. The Grantee will be given at least 7 calendar days to submit written material in opposition to the proposed action.

- ii. **Right to a hearing.** The Grantee may request a hearing on a proposed termination, revocation or recovery. Upon 5 days notice to the Grantee, the Corporation may authorize the conduct of a hearing or other meetings at a location convenient to the Grantee to consider the proposed action. A transcript or recording must be made of a hearing.
- c. The Grantee may suspend or terminate assistance to a Sub-Grantee, provided that such action affords the Sub-Grantee, at a minimum, the notice and hearing rights set forth in the Provisions applicable to the Corporation in this section (36).

## **26. ORDER OF PRECEDENCE.**

Should there be any inconsistency among the Grant Award, the AmeriCorps Special Provisions, the General Provisions, and the approved Grant Application, the order of precedence that will prevail is (1) Grant Award, (2) the AmeriCorps Special Provisions, (3) the General Provisions, and (4) the approved Grant Application.

**CORPORATION FOR NATIONAL AND COMMUNITY SERVICE  
POLICY AGAINST SEXUAL, RACIAL, NATIONAL ORIGIN,  
OR RELIGIOUS HARASSMENT**

Our policy is to provide work and service environments free from sexual, racial, national origin, or religious harassment. Whether in Corporation or grantee offices, in other work- or service-related settings such as service sites, training sessions, or site visits, or at work- or service-related social events, such harassment is unacceptable.

Sexual harassment involves unwelcome sexual advances, requests for sexual favors, or any verbal, physical or graphic conduct of a sexual nature when:

- (1) submission is explicitly or implicitly a term or condition of employment or service;
- (2) submission or rejection is a basis for work or service decisions; or
- (3) such conduct has the purpose or the effect of interfering with work or service performance or creating an intimidating, hostile, or offensive work or service environment. Slurs and other verbal or physical conduct relating to an individual's race, national origin or religion also constitute harassment when that conduct's purpose or effect is to interfere with work or service performance or create an intimidating, hostile, or offensive work or service environment.

We expect Corporation and grantee supervisory and management personnel to immediately take appropriate action to prevent or stop any harassment of employees, service participants, or clients of which they become aware, whether the harassing conduct is by employees, service participants, or outside individuals such as service site or contractor personnel. Also, we will not retaliate or tolerate any attempt at retaliation against a person who raises harassment concerns in good faith. Any Corporation employee who violates our policy against harassment, or asserts a false claim of harassment with a malicious intent, will be subject to appropriate disciplinary action, up to and including termination. Any grantee that permits harassment in violation of this policy will be subject to a finding of noncompliance and administrative procedures that may result in termination of federal financial assistance from the Corporation and all other federal agencies.

Persons who believe they have been subjected to harassment in violation of non-harassment provisions of applicable laws, regulations or this policy may raise their concerns with our Equal Opportunity Office. However, claims of unlawful harassment not brought to the attention of our Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. Our Equal Opportunity Office may be reached at (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), [eo@cns.gov](mailto:eo@cns.gov), or through [www.nationalservice.org](http://www.nationalservice.org).

We encourage, but do not require, volunteers, service participants, and other beneficiaries to first bring concerns about harassment to the director or appropriate supervisory personnel of the program or project. We likewise encourage programs and projects to facilitate prompt resolution of these concerns.

Directors of all programs and projects are requested to provide a copy of this policy to all volunteers or service participants.

**CORPORATION FOR NATIONAL AND COMMUNITY SERVICE CIVIL RIGHTS  
STATEMENT REGARDING VOLUNTEERS, SERVICE PARTICIPANTS  
AND OTHER BENEFICIARIES**

We continue to maintain the policy stated in our June 6, 1994 Civil Rights Statement:

Recognizing that the fabric of our society is strengthened by the diversity of its citizens, the policy of the Corporation for National and Community Service is to ensure a mutual respect for all differences among us. Participation in the Corporation and its programs and projects will be based on merit and equal opportunity for all, without regard to factors such as race, color, national origin, sex, sexual orientation, religion, age, disability, political affiliation, marital or parental status, military service, or religious, community, or social affiliations. By adhering to this policy, the Corporation will be able to foster civic responsibility, strengthen the ties that bind us together as a people, and provide educational opportunity for those who make a substantial commitment to service.

This policy applies to programs and projects we conduct, as well as those receiving federal financial assistance from us. For civil rights purposes, all programs and projects funded or receiving volunteers or service participants under the National and Community Service Act, as amended, or the Domestic Volunteer Service Act, as amended, are programs or activities receiving federal financial assistance. Any grantee found to have unlawfully discriminated against a volunteer, service participant, client, employee or beneficiary of such a program or project will be subject to a finding of noncompliance and administrative procedures which may result in termination of federal financial assistance from the Corporation and all other federal agencies.

Any volunteer, service participant, client, employee or beneficiary of a program or project who believes he or she has been subjected to discrimination in violation of nondiscrimination provisions of applicable laws, regulations or this policy may raise his or her concerns with the Corporation's Equal Opportunity Office. However, discrimination claims not brought to the attention of our Equal Opportunity Office within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. Our Equal Opportunity Office may be reached at (202) 606-5000, extension 312 (voice), (202) 565-2799 (TDD), [eo@cns.gov](mailto:eo@cns.gov), or through [www.nationalservice.org](http://www.nationalservice.org).

The Corporation's Equal Opportunity Office attempts to resolve concerns about discrimination promptly and when possible uses an informal conciliation process to do so. We encourage, but do not require, volunteers, service participants, and other beneficiaries to first bring concerns about discrimination to the director or appropriate personnel of the program or project. We likewise encourage directors of programs and projects to facilitate prompt resolution of these concerns.

Directors of all programs and projects are requested to provide a copy of this policy to all volunteers or service participants.